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§103 Rejections

Claim 1 recites the following:

The Office cites Neibauer at pages 89-90 as allegedly disclosing “a method in which an interface to operate a function (extension) is used to highlight sections of text”. However, Neibauer is merely a reference guide for using a document editor. Specifically, Neibauer provides instructions in a task-oriented manner to

1 assist users in utilizing features of the WordPerfect document editor. For example,
2 Neibauer describes a highlighting function in the WordPerfect document editor.
3 WordPerfect as discussed in Neibauer is a document editor that can be used to edit
4 electronic documents.

5 As noted above, claim one recites “an editor extension to highlight a section
6 of an electronic document”. Thus, the electronic document editor of claim 1 is
7 extensible; i.e., to provide extended functionality and customized behavior of the
8 document editor (Application; pg. 12, lines 23-24). By contrast to the extensible
9 editor of claim 1, the WordPerfect editor discussed in Neibauer does not provide
10 an extensible editor. Rather, WordPerfect is merely an editor that can be used to
11 edit electronic documents. Accordingly, Neibauer does not teach or suggest an
12 extensible editor. Neibauer merely provides instructions for how to use the
13 WordPerfect document editor. (Neibauer; pages 89-90).

14 Therefore, Neibauer cannot fairly be said to teach “an editor extension to
15 highlight a section of an electronic document” as claimed in Applicant’s claim 1.
16 Furthermore, Neibauer does not teach various additional elements of claim 1
17 including, for example, “a highlight rendering services interface that provides one
18 or more methods to enable an editor extension” or an “editor extension
19 determining a visual aspect of the highlight”. Because the WordPerfect editor
20 discussed in Neibauer is not an extensible editor, Neibauer cannot fairly be said to
21 teach any of these various elements of Applicant’s claim 1 noted above.

22 The Office cites Prinzing (col. 2, line 55 - col. 4, line 14) for purportedly
23 disclosing “a method in which extensions (style objects) of an editor generates
24 visual objects (visual aspects) and associates them with objects in a document in a
25 text editor, which controls the non-visual aspects”.

1 Prinzing describes a modular text editor that formats and displays text by
2 creating style objects that format text elements arranged hierarchically. Style
3 objects include formatting information for document text elements, paragraph text
4 elements, and character text elements. The editor also provides view objects to
5 display text elements of the document. Using information associated with the style
6 objects, the formatted text elements in the document are displayed using the view
7 objects.

8 However, Applicant respectfully submits that, like Neibauer, Prinzing does
9 not teach or suggest various elements of Applicant's claim 1. As noted above
10 regarding claim 1, for example, Neibauer does not teach or suggest "a highlight
11 rendering services interface that provides one or more methods to enable an editor
12 extension", an "editor extension to highlight a section of an electronic document",
13 or an "editor extension determining a visual aspect of the highlight", all as claimed
14 in Applicant's claim 1. A brief review of Prinzing makes clear that Prinzing also
15 does not teach these elements of claim 1. Furthermore, neither Neibauer nor
16 Prinzing make reference to "a highlight rendering services component", also
17 recited in claim 1.

18 More specifically, Prinzing does not teach or suggest anything at all about
19 "highlighting". The Office attempts to associate the formatting and displaying of
20 Prinzing's text editor with the highlighting and highlighting components recited in
21 Applicant's claim 1. However, the word "highlight" or "highlighting" does not
22 appear anywhere within the entire text of Prinzing. Nor is the meaning of the word
23 highlighting alluded to within the teaching of Prinzing. Rather, Prinzing describes
24 plug-in fonts using a method to correlate a type of style object with a particular
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1 view object. In Prinzing, style objects define text elements while view objects
2 define how the text elements are displayed.

3 Thus, there is nothing in Prinzing that teaches or suggests the elements of
4 Applicant's claim 1. Specifically, Prinzing does not teach or suggest at least "a
5 highlight rendering services component", "a highlight rendering services interface
6 that provides one or more methods to enable an editor extension", an "editor
7 extension to highlight a section of an electronic document", or an "editor extension
8 determining a visual aspect of the highlight", all as claimed in Applicant's claim 1.

9 The teachings of Prinzing and Neibauer are simply not combinable to teach
10 or suggest applicant's claimed invention. The Office points to nothing in either
11 reference that teaches any of the noted elements of Applicant's claim. Even a
12 tortured interpretation of the teachings of Prinzing and Neibauer cannot result in a
13 teaching or suggestion of Applicant's claim. Accordingly, a conclusion that
14 Applicant's claims are obvious in view of Neibauer and Prinzing can only be
15 arrived at through the benefit of hindsight vision afforded by Applicant's own
16 claims. The use of such hindsight vision is impermissible and such a conclusion of
17 obviousness regarding Applicant's claims is therefore improper.

18 Furthermore, in addition to requiring that a prior art reference (or references
19 when combined) teach or suggest all the claim limitations, a prima facie case of
20 obviousness also requires that there be some motivation to modify the references.
21 As noted above, Prinzing does not mention or allude to highlighting in any way,
22 much less teach or suggest anything about highlighting. Prinzing is not concerned
23 with highlighting. Rather, Prinzing teaches a modular text editor that formats and
24 displays *text* by creating style objects that format *text* elements. Thus, there is no
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1 motivation or suggestion to modify Prinzing with the teachings of Neibauer
2 through the combination the Office suggests.

3 Accordingly, for at least the numerous reasons noted above, Applicant
4 respectfully submits that the cited references do not support a prima facie case of
5 obviousness with respect to claim 1, and that the rejection to claim 1 should
6 therefore be removed.

7 **Claims 2-9** depend from claim 1 and therefore include the elements of
8 claim 1. Therefore, claims 2-9 are allowable at least on the basis of this
9 dependency, in addition to the further elements recited therein which are neither
10 shown nor suggested by the cited references. Accordingly, Applicant respectfully
11 requests that the 35 U.S.C. §103(a) rejection to claims 2-9 be removed.

12 **Claim 10** recites the following:

13 A computer-readable medium having computer-executable
14 instructions for one or more interfaces that, when executed by an
electronic document editor on a computer, perform the following:

15 receiving parameters from a designer through a highlight
rendering services interface;

16 utilizing the parameters to highlight a segment of an electronic
document with particular highlight visual aspects;

17 returning values to the designer regarding the state of the
18 highlighted segment.

19 Claim 10 recites elements that are the same or similar to those already
20 discussed herein above regarding claim 1. For example, claim 10 includes a
21 document editor extension (i.e., a designer) and a highlight rendering services
22 interface. As noted in Applicant's specification at page 12, lines 23-24, a
23 "designer is an editor extension that is used to extend the functionality of the
24 editor". Thus, claim 10 recites receiving parameters from an editor extension (i.e.,
25 a designer). As noted above regarding claim 1, Neibauer does not discuss an

1 extensible editor. By contrast to the designer/extensible editor of claim 10, the
2 WordPerfect editor discussed in Neibauer does not provide an extensible editor.
3 Rather, WordPerfect is merely an editor that can be used to edit electronic
4 documents. Accordingly, Neibauer does not teach or suggest a designer/extensible
5 editor or a highlight rendering services interface. Neibauer merely provides
6 instructions for how to use the WordPerfect document editor. (Neibauer; pages 89-
7 90).

8 Therefore, Neibauer cannot fairly be said to teach “receiving parameters
9 from a designer” as claimed in Applicant’s claim 10. Furthermore, Neibauer does
10 not teach various additional elements of claim 1 including, for example, “returning
11 values to the designer regarding the state of the highlighted segment”. The Office
12 asserts that Neibauer discloses at pages 89-90, a method in which an interface
13 operates a function used to highlight sections of text. However, as noted above,
14 Neibauer merely provides instructions in a task-oriented manner to assist users in
15 utilizing features of the WordPerfect document editor. One of the features
16 Neibauer describes how to use, is a highlighting feature of the WordPerfect
17 document editor. The Office points to nothing in Neibauer that teaches or suggests
18 utilizing parameters received from a designer through a highlight rendering
19 services interface to highlight a segment of an electronic document with particular
20 highlight visual aspects, as generally recited in claim 10. Likewise, the Office
21 points to nothing in Neibauer that teaches or suggests “returning values to the
22 designer regarding the state of the highlighted segment” as recited in claim 10.

23 The Office asserts that Prinzing discloses “a development kit [that] can be
24 used to modularly apply style changes (highlights) using view objects (extensions)
25 received from an interface to a document in a text editor. Again, the Office

1 attempts to associate *text* style changes of Prinzing with the “highlighting” recited
2 in Applicant’s claims. However, as noted above, Prinzing does not teach or
3 suggest anything at all about “highlighting”. The word “highlight” or
4 “highlighting” does not appear anywhere within the entire text of Prinzing. Nor is
5 the meaning of the word highlighting alluded to within the teaching of Prinzing.
6 Rather, Prinzing describes plug-in fonts using a method to correlate a type of style
7 object with a particular view object. In Prinzing, style objects define *text* elements
8 while view objects define how the *text* elements are displayed.

9 Accordingly, it is clear that Neibauer and Prinzing, alone or in combination,
10 fail to teach the elements of claim 10. For these reasons and the reasons noted
11 above regarding claim 1, Applicant respectfully submits that the cited references
12 do not support a prima facie case of obviousness with respect to claim 10.
13 Therefore, Applicant respectfully requests that the 35 U.S.C. §103(a) rejection to
14 claim 10 be removed.

15 **Claims 12-16** depend from claim 10 and therefore include the elements of
16 claim 10. Therefore, claims 12-16 are allowable at least on the basis of this
17 dependency, in addition to the further elements recited therein which are neither
18 shown nor suggested by the cited references. Accordingly, Applicant respectfully
19 requests that the 35 U.S.C. §103(a) rejection to claims 12-16 be removed.

20 **Claim 17** recites the following:

21 A method for providing highlight rendering services to one or
22 more extensions in an extensible editor, the method comprising:

23 receiving a request from an extension to utilize the highlight
24 rendering services;

25 facilitating the request by presenting a highlight rendering
services interface that is accessible by the extension; and

communicating with the extension through the highlight
rendering services interface to enable the extension to highlight a

1 section of a document through the editor according to particular display
2 attributes defined by the extension.

3 Various elements of claim 17 are the same or similar to those already
4 discussed herein above regarding claims 1 and 10. Therefore, arguments set forth
5 above regarding claims 1 and 10 are equally applicable to similar elements of
6 claim 17. For example, neither Neibauer nor Prinzing teach or suggest the
7 "highlight rendering services" or the "receiving a request from an extension to
8 utilize the highlight rendering services" as recited in claim 17. For this reason and
9 others set forth in the response to the rejection of claims 1 and 10, above, claim 17
10 is allowable over the cited references. Accordingly, Applicant respectfully
11 requests that the 35 U.S.C. §103(a) rejection to claim 17 be withdrawn.

12 **Claims 18-21** depend from claim 17 and therefore include the elements of
13 claim 17. Therefore, claims 18-21 are allowable at least on the basis of this
14 dependency, in addition to the further elements recited therein which are neither
15 shown nor suggested by the cited references. Accordingly, Applicant respectfully
16 requests that the 35 U.S.C. §103(a) rejection to claims 18-21 be removed.

17 **Claim 22** recites the following:

18 An electronic document editor stored on a computer-readable
19 medium, comprising:

20 a designer interface to transfer data between the editor and one or
21 more designers attached to the editor;

22 an event routing controller to route events received by the editor
23 to the one or more designers;

24 a highlight rendering services component that is configured to
25 enable a designer to modify rendered character attributes of highlighted
document text without modifying the document content.

Various elements of claim 22 are the same or similar to those already
discussed herein above regarding claims 1 and 10. Therefore, arguments set forth

1 above regarding claims 1 and 10 are equally applicable to similar elements of
2 claim 22. For example, neither Neibauer nor Prinzing teach or suggest the
3 “highlight rendering services component” as recited in claim 22. Furthermore,
4 neither Neibauer nor Prinzing teach or suggest an extensible editor that provides
5 for editor extensions to modify rendered character attributes of *highlighted* text. In
6 addition, claim 22 requires that the rendered character attributes of highlighted
7 document text can be modified by an editor extension without modifying the
8 document content. There is no indication that Prinzing describes such a feature.
9 In fact, in typical extensible editors as described in Prinzing, the display attributes
10 of characters are stored with an electronic document, which contradicts this
11 particular element of claim 22. According to claim 22, the character attributes are
12 modified only temporarily, as would be expected with a highlighting function. For
13 these reasons and others set forth in the response to the rejection of claims 1 and
14 10, above, claim 22 is allowable over the cited references. Accordingly, Applicant
15 respectfully requests that the 35 U.S.C. §103(a) rejection to claim 22 be
16 withdrawn.

17 **Claims 23-27** depend from claim 22 and therefore include the elements of
18 claim 22. Therefore, claims 23-27 are allowable at least on the basis of this
19 dependency, in addition to the further elements recited therein which are neither
20 shown nor suggested by the cited references. Accordingly, Applicant respectfully
21 requests that the 35 U.S.C. §103(a) rejection to claims 23-27 be removed.

22 23 **Conclusion**

24 All pending claims are in condition for allowance. Applicant respectfully
25 requests reconsideration and prompt issuance of the subject application. If any

1 issues remain that prevent issuance of this application, the Examiner is urged to
2 contact the undersigned attorney before issuing a subsequent Action.

3
4 Respectfully Submitted,

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6 Date: 11/12/04

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